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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

0092

See Block 16C

D-8-10-S0-PR-J10

009

6. ISSUED BY

CODE

IRS0088

7. ADMINISTERED BY (if other than item 6)

CODE

INTERNAL REVENUE SERVICE
A/C PROCUREMENT Suite 700
6009 OXON HILL ROAD
OXON HILL, MD 20745
Rose M. Zeigler

202-283-1419

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)

Vendor ID: 00053879

(X)

9A. AMENDMENT OF SOLICITATION NO.

AVAYA, INC.

ATTN: CASANDRA REYNOLDS

1450 G STREET NW

#500

WASHINGTON DC 20005

9B. DATED (SEE ITEM 11):

10A. MODIFICATION OF CONTRACT/ORDER NO.

TIRNO-91-D-00057

10B. DATED (SEE ITEM 13):

05/30/1991

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 9 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 42.12

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

Novation Agreement from Lucent Technologies, Inc to Avaya, Inc

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Casandra Reynolds
Contract Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Rose M. Zeigler

202-283-1419

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

4/26/01

BY Rose M. Zeigler
(Signature of Contracting Officer)

4/26/01

NSN 7540-01-162-0070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48) 53.243

The purpose of this modification is to recognize the following Novation Agreement and Change of Name Agreement between Lucent Technologies, Inc. and Avaya, Inc. as follows:

1. Novation Agreement: Pursuant to FAR 42.12, the Government, and Lucent Technologies, referred to as the "Transferor", and Avaya, Inc. referred to as the "Transferee", have entered into a Novation Agreement (Attachment 1) effective September 30, 2000, Avaya, Inc. became the successor in interest to the above cited contract listed in the Novation Agreement, attached hereto and made a part thereof.
2. Neither the Novation Agreement nor this modification make any changes in contract terms, place of performance or administration responsibility of this contract as modified.
3. Whereas, there has been furnished (1) an authenticated copy of the Separation and Distribution Agreement, pursuant to which Lucent Technologies, Inc. assigned and transferred to Avaya, Inc. all rights, titles, and interest to all assets of the Transferor used to perform the contracts listed in attached Novation Agreement, (2) certified copies of Board of Directors Resolution of Lucent Technologies, Inc. and Avaya, Inc. authorizing the transfer of assets, (3) authenticated copy of the Certificate of Incorporation of Avaya, Inc., (4) opinions of legal counsel for Lucent Technologies, Inc. and Avaya, Inc. as to the effective date and legality of the transfer under applicable law, (5) confirmation that there are no active surety bonds securing contracts between Lucent Technologies, Inc. and the United States of America, issued on behalf of any business unit being separated with Avaya, Inc. (6) documents evidencing Avaya's capability to perform the transferred contract, (7) evidence that security clearance requirements have been met, and (8) a list of contracts;

Whereas, the parties have agreed that the Government is not obligated to pay or reimburse either Lucent Technologies, Inc. or Avaya, Inc. for, or otherwise give effect to, any costs, taxes, or other expenses or any related increases, directly or indirectly resulting from this action.

Now, therefore, the parties agree that this contract, the Novation Agreement and the contractor's name as appears throughout the contract is hereby changed to Avaya, Inc.

4. The aforementioned Novation Agreement provides, but is not limited to, the following:
 - a. The parties reserve their rights to assert claims regarding pension costs.
 - b. The Government reserves any rights to review and audit all relevant records and documents pertaining to claims pursuant to the terms of the contracts and Government regulations.

- c. The Transferee assumes all the Transferor's obligations and liabilities under the contract.
- d. The Transferee assumes all rights and claims that the Transferor has or may have under this contract and the Transferor waives all claims and rights under this contract against the Government.
- e. The Transferor guarantees performance of this contract.
- f. Nothing in the Novation Agreement shall relieve the Transferor or Transferee from compliance with any Federal Law.

5. The contract and delivery orders issued are hereby changed to read in accordance with 6 below.

6. This above cited contract shall be changed to read as follows:

<u>FROM</u>		<u>TO</u>	
<u>CAGE CODE</u>	<u>CONTRACTOR</u>	<u>CAGE CODE</u>	<u>CONTRACTOR</u>
06UV5	Lucent Technologies, Inc. 1450 G Street, NW, #500 Washington, DC 20005	1RY87	Avaya, Inc. 1450 G Street, NW, #500 Washington, DC 20005

7. REMITTANCE ADDRESS:

The following addresses are restated as shown below:

Wire Transfer: ABA 021000021
Bank Number: 323094724

MAIL REMIT: Avaya, Inc.
Chase Manhattan Bank
P.O. Box 5332
New York, NY 10087-5332

8. The payment office identified in the contract remains unchanged.

END OF MODIFICATION

NOVATION AGREEMENT

Lucent Technologies Inc. (Transferor), a corporation duly organized and existing under the laws of the state of Delaware with its principal office in Murray Hill, New Jersey; Avaya Inc., (Transferee), a corporation duly organized and existing under the laws of the State of Delaware with its principal office in Basking Ridge, New Jersey; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of September 30, 2000.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the agencies shown in the attached list marked "Exhibit A", has entered into certain contracts with the Transferor as shown in the attached list marked "Exhibit A", and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of September 30, 2000, the Transferor has transferred to the Transferee all the assets of the Transferor used to perform said contracts by virtue of a Contribution and Distribution Agreement dated as of September 30, 2000 between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

NOVATION AGREEMENT

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, and all claims made on behalf of, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

NOVATION AGREEMENT

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee -

(i) Assumes under this Agreement or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The parties reserve their rights to assert claims regarding pension costs pursuant to the FAR and the Cost Accounting Standards.

(10) The Government reserves any rights it may have to review and audit all relevant records and/or documents pertaining to any claims pursuant to the Federal Acquisition Regulation (FAR), Cost Accounting Standards (CAS) and terms of the contracts.

(11) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

NOVATION AGREEMENT

UNITED STATES OF AMERICA

SIGNATURE J Wesley Gilliam

NAME J Wesley Gilliam

Title Administrative Contracting Officer

AVAYA INC.

SIGNATURE

NAME Nancy M. Lamberton

Title Vice President

[CORPORATE SEAL]

LUCENT TECHNOLOGIES INC.

SIGNATURE James J. Orefice

NAME JAMES J. OREFICE

Title VICE PRESIDENT

[CORPORATE SEAL]

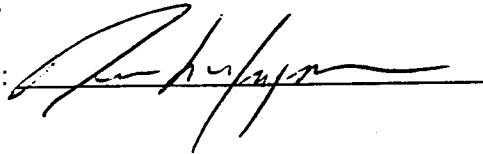
NOVATION AGREEMENT

CERTIFICATE

I, Dean L. Grayson, certify that I am the Secretary of Avaya Inc., that Nancy M. Lamberton who signed this Agreement for this corporation, was then Vice President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 29th day of March 2001.

By:



(SEAL)

NOVATION AGREEMENT

CERTIFICATE

I, Mary E. Gill certify that I am the Assistant Secretary of Lucent Technologies Inc., that James J. Orefice who signed this Agreement for this corporation, was then Vice President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 2nd day of April 2001.

By: Mary E. Gill

(SEAL)